

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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ANTHONY SOLIS,

Plaintiff,

20 CIVIL 5105 (AKH)

-against-

JUDGMENT

666 FIFTH AVENUE ASSOCIATES LLC,

Defendant.

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It is hereby **ORDERED, ADJUDGED AND DECREED:** That for the reasons stated in the Court's Order dated December 20, 2021, conclude that the unambiguous language of the Settlement Agreement extends to Plaintiff's claims against Defendant 666 Fifth. The plain language of the Settlement Agreement is controlling, and Plaintiff may not reach outside the document to contest the parties' intent. Even accepting the truth of the plausible, well-pleaded allegations of the Complaint, all of plaintiff's claims are barred by the Settlement Agreement and this case is dismissed as moot. Because my findings as to the enforceability of the Settlement Agreement are dispositive, I do not address Defendant's arguments that Defendant was not served with sufficient process or that Plaintiff's EEOC Right to Sue letter is inadequate. Judgment is entered for the Defendant.

Dated: New York, New York
December 20, 2021

RUBY J. KRAJICK

BY: *David J. Shamus*

Clerk of Court

Deputy Clerk